



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, मंगलवार 13 मार्च, 2012/23 फाल्गुन, 1933

हिमाचल प्रदेश सरकार

NON-CONVENTIONAL ENERGY SOURCES DEPARTMENT

NOTIFICATION

Shimla-2, the 12th March, 2012

No. NES-F(1)-1/2009-I.—The Governor, Himachal Pradesh is pleased to notify the “Policy for setting up of Micro Hydel Projects upto 100KW” in the State as per Annexure A,B,C and D. This policy will come into force with immediate effect.

By order,
DEEPAK SANAN,
Principal Secretary(NES).

POLICY FOR SETTING UP MICRO HYDEL PROJECTS UP TO 100 kW CAPACITY IN HIMACHAL PRADESH

Ministry of New & Renewable Energy Govt. of India vide Notification No. 16/34/2009-SHP dated 18-02-2009 has sanctioned a scheme for setting up of Micro hydel projects (up to 100 kW capacity) during 2008-2009 and up to the end of 11th Plan i. e 31st March 2012. The scheme is likely to continue during the next Plan, Confirmation of the same will be notified separately as & when received from the MNRE. These Micro Hydel Projects (MHPs) have the potential to meet the power requirements of remote areas in a decentralized manner. To encourage and accelerate the development of Micro Hydel Projects in remote and hilly areas, this scheme provides for grant of Central Financial Assistance (CFA). Till date no specific studies have been taken up for assessing the potential for the projects up to 100kW but potential of 50 MW has been roughly estimated in Himachal Pradesh. The policy as given in the paras below has been formulated in order to meet local demand of remote areas in a decentralized manner and to enable potential developers to avail Central Financial Assistance to harness micro hydel potential in the state.

1. Identification of sites.—Only self identified sites for Micro Hydel Projects upto 100 kW will be considered for allotment. Applications for allotment will be invited through advertisement by HIMURJA.

2. Eligibility.—Micro Hydel Projects up to 100 kW will be implemented only by State Govt. Departments / State Govt. owned or controlled entity/Local bodies/Cooperatives/NGOs registered under the Societies Registration Act 1860. Every member of a Co-operative Society /NGO applying under this scheme should be a bonafide Himachali. The bylaws of the concerned organization should restrict membership accordingly.

- 2.1 One of the objectives of the applicant society should be development of the hydro power.
- 2.2 One applicant shall be eligible for allotment of maximum one project at a time, and will become eligible for further allotment after commissioning of the first project. However there will be no limit for allotments to the State Govt. Department / State Govt. owned or controlled entity.
- 2.3 The minimum financial capability of the applicant should not be less than Rs.10 lakh of net worth. In case of a Co-operative/NGO specifically formed to execute such a project, the net worth of individual members shall be taken into account in computing the net worth of the applicant. However the allotment will be provisional till the requisite net worth is demonstrated in terms of actual member's contribution to the Co-operative /NGO.

Net worth = Paid up capital + reserves created out of profit /loss account -intangible assets.

Reserves created out of
holders (-)

Net profit after tax (-) dividend to share

Profit / loss account

interest on debentures etc.

Paid up capital
equity.

It is the capital generated by the company by way of

Intangible assets	Accumulated losses & misc. expenditure (to the extent not written off or adjusted)
Market value	The value of the assets (land, building, jewellery etc.) duly approved by approved valuator (latest valuation certificate to be attached).

Net worth calculation in the case of societies shall be based on following.

(i) Cash in hand/bank	Name of the bank, nature of account & account no/FDR No/amount invested/date of maturity (with proof).
(ii) Detail of asset owned	Full description of property, purchase price, market value, detail of title deed, whether free from encumbrance (land, building and other immoveable assets) (with proof)
(iii) Detail of investment, if any	Name of the company/ No of shares/units/bonds etc with face value/present market value/NSCs jewellery etc. (with proof).
(iv) Loan and advances	Loan/Advances given which can be released in ordinary course (with proof)
(v) Insurance policies on own	Policy No., amount insured, surrender value, date life held. of commencement/maturity, annual premium whether encumbered (with proof)
(vi) Other assets valued at depreciated cost/market value & unencumbered.	Moveable assets, car, security deposits etc with complete details and proof thereof.
Less:-	
(vii) Detail of borrowings	Amount of loans/borrowing, from whom borrowed, security offered, when payable.
Viii) Details of personal guarantee, favour, given if any.	Amount of guarantee given, in whose purpose of guarantee.
ix) Any other liabilities if any	Give complete details.
x) Total Income	Copy of IT returns for the last three years to be enclosed in case of income tax payee.

- 3. Cost of application form:** Application form and brochure will be available at a non refundable cost of Rs 2500/- (Rupees two thousand five hundred only) from Himurja Head Office, Block No -8A, SDA Commercial Complex, Kasumpti, Shimla, 171009. H.P. Downloaded application forms from web site (www.himurja.nic.in) should be accompanied with application fee in the shape of a demand draft of Rs. 2500/- (Rupees two thousand five hundred only) (non refundable) in favour of Director Himurja, payable at Shimla.

- 3.1 **Earnest money deposit:** Every application should also be accompanied with earnest money of Rs 25,000/- (Rupees twenty five thousand only) in the shape of Demand Draft in favour of Director Himurja payable at Shimla. The applications of those applicants, who do not deposit the earnest money along with the application form, will be summarily rejected. The earnest money shall be refunded immediately to the unsuccessful applicant.
- 3.2 **Security deposit:** The successful applicant within one month of the allotment of the project will have to deposit Bank Guarantee of Rs 4 lakh (Rupees four lakh only) valid for 45 months in favour of Director Himurja to be submitted within one month of issue of allotment/ consent letter failing which EMD will be forfeited and project will be cancelled. The EMD already deposited with Himurja shall be refunded on submission of above bank guarantee within one month of the allotment of the project.
- 3.3 **Processing fee:** A non refundable processing fee of Rs. 5,000/- (Rupees five thousand only) shall be payable by a applicant at the time of submission of application. This shall be in the shape of Demand Draft in favour of Director, Himurja, payable at Shimla.
- 3.4 **TEC fee:** Fees for obtaining TEC will be paid directly to DoE, Govt. of H.P. by the Developers.
4. **Purchase/ Sale of power:** Applications will only be considered if the generation is for captive or direct third party sale and not if sale to HPSEBL is being sought.
5. **Selection and procedure for allotment:** The developer shall submit the documents as per prescribed format to Himurja. After scrutiny of the PFR a joint inspection of the project site shall be carried out by representatives of Himurja and Developers. The Micro Hydel Developer whose project is found viable and not interfering with already allotted /identified schemes shall be recommended and forwarded to Govt. for the allotment.
6. **Evaluation & preference:** The evaluation of the applications shall be done as per the following order of preference:-
 - i) No preference will be given to the applicants who have already submitted their proposals in Himurja. All the applicants will have to submit fresh application for each project with requisite fee on the format and complete other formalities mentioned in the policy.
 - ii) State Govt. Deptt. /State Govt. owned or controlled entity.
 - iii) Local Bodies/ Gram Panchayat/ Mahila Mandal/ Yuwak Mandal /SHGs.
 - iv) Other Co-operative society/ NGO In case of third category above, preference will be given to the Mahila Mandal, Yuwak Mandal, SHGs registered with RD/FD consisting of maximum members belonging to the local Panchayat where the project is located. In case of two or more Societies which have same numbers of members belonging to the local Panchayat, preference will be given to the society whose financial capability is higher.

7. NOCs and clearances:

- 7.1 NOC in the shape of resolution of the Gram Sabha for setting up of the project will be required with the application form along with one copy of Pre- Feasibility Report covering following parameters:-

Salient features, Elevation Range, Project layout, Hydrology, Power Potential, Surface Geology, Description of Project Structures/Components and Cost Estimate.

- 7.2 Govt. of Himachal Pradesh has already exempted NOC from PCB, Fisheries and PWD for the projects having capacity up to 100 KW vide notification No. MPP-F (10) 15/2006 dated 21-08-2009. The NOC of IPH department, Wild Life Wing of Forest department and Gram Panchayat will be required.

- 7.3 Forest clearance, wherever forest land is involved and permission under section-118 of H.P. Land Reforms and Tenancy Act for purchase of private land will be required.

- 7.4 Techno- economic clearance to be accorded within two months by Directorate of Energy. The Techno- economic clearance will look at the following:-

- a) That there is no significant loss of potential due to construction of this project.
- b) That the Civil and Electro Mechanical works are appropriate from the safety and sustainability point of view.
- c) Plant load factor should not be less than 70%.

- 7.5 Capacity addition approval Capacity enhancement (maximum limit 100 KW) if any in the project report will be decided as per policy of the State Govt. as applicable from time to time. Prior approval of the Government will be mandatory for enhancement of capacity.

- (a) As a measure of optimization maximum installed capacity of the project will remain up to 100 KW after enhancement if so required which shall be admissible without payment of any capacity addition charges but the developer will have to sign Implementation Agreement/ Supplementary Implementation Agreement on this account.
- (b) The project will be cancelled in case it is found at any stage that a larger capacity project exceeding 100 KW is viable at this site.

- 7.6 No change of elevations after allotment shall be allowed beyond $\pm 10\%$.

- 7.7 The Micro Hydel Developer shall ensure minimum flow of 15 % water immediately downstream of the diversion structure of the project throughout the year. For the purpose of determination of minimum discharge, the average discharge in the lean months i.e. from December to February shall be considered.

- 8. Milestones:-** Following milestones shall be achieved by the Micro Hydel Developer failing which consequential action as mentioned against each milestone will be taken by Himurja.

Sr. No	Milestones	Time period	Extension /consequential action
1.	Submission of project report on the basis of available discharge data of lean season.	Within six months from the date of issue of consent letter. TEC will be accorded by Directorate of Energy.	The prescribed period is extendable by maximum of four months subject to payment of extension fee of @ Rs. 10/- per KW per month. In case the Micro Hydel Developer fails to submit the project report with in extension period the allotment of the project shall stand cancelled.
2.	Signing of Implementation Agreement with Himurja.	Within one month of obtaining TEC.	The prescribed period is extendable by maximum of four months subject to payment of extension fee of @ Rs. 10/- per KW per month. In case the Micro Hydel Developer fails to sign the IA with in the extended period the project shall stand cancelled.
3.	Obtaining statutory clearances /NOCs.	Within one year of signing of IA.	The prescribed period is extendable by maximum of six months subject to payment of extension fee of @ Rs. 10/- per KW per month. In case the Micro Hydel Developer fails to obtain the clearances with in the extended period the project shall stand cancelled.

9. **Royalty:** The royalty rate shall be 6 % , 15% and 24 % (6 % for first twelve years, 15% for next 18 years & 24 % for remaining period of 10 years) charged from the Micro Hydel Developer (except when owned by concerned Gram Panchayat) which should be payable to the local Panchayat instead of H.P. Govt. If the project falls in more than one Panchayat, the royalty will be shared between the Panchayats in proportion to the project area (weir site to Tail race site) falling in that particular Panchayat.
10. **Procedure for availing CFA from MNRE, GoI:** - The Central Financial Assistance for Micro Hydel Projects will be provided by MNRE, GoI as per prevailing policy at the time of signing of Agreement. This policy shall be valid for such period for which CFA (Central Financial Assistance) is available from MNRE.
11. **Pattern for release of CFA:** The Ministry for New & Renewable Energy will examine the proposals for setting up of Micro Hydel Projects and approve grant of CFA on the basis of overall technical viability of the proposal, its social benefits and availability of funds. The CFA shall be released through State Nodal Agency (SNA) Himurja , which will released as per following pattern on submission of bank guarantees as specified against each and will be released immediately after commissioning of the project :-

Sr. No.	Release of CFA	% of CFA.	Amount of bank guarantee required as % of CFA
1.	Release of 1st installment of CFA after receiving 25 % CFA from MNRE and after obtaining all clearances.	10 %	Equivalent to 5% of total CFA, that will be valid till one month after COD.

2.	Release of 2nd installment of CFA on achievement of 15% physical progress on ground on Cutting and Excavation for all civil components of the project and submission of their physical and financial progress reports, photographs, utilization certificates & SOE on project cost.	15 %	Additional BG of 7.5% of total CFA that will be valid till one month after COD.
3.	Release of 3rd installment of CFA after receiving 65% CFA from MNRE and on achievement of 50 % physical progress on civil works of the project including supply of penstock to the site of work and placement of orders for E & M equipment and submission of their physical and financial progress reports, photographs, utilization certificates & SOE on project cost.	50%	Additional BG of 25% of total CFA that will be valid till one month after COD
4.	Release of 4th installment of CFA on achievement of 90% physical progress on civil works of the project and delivery of E & M equipment at site and submission of their physical and financial progress reports, photographs, utilization certificates & SOE on project cost.	15%	—
5.	Release of 5th and final installment after receiving balance 10% of final installment of CFA from MNRE and successful commissioning of the project and submission of completion report, photographs, utilization certificates & audited SOE of total project cost.	10 %	—

A minimum contribution of 10% of project cost shall be met by the Micro Hydel Developer. All the expenses, over & above the CFA, for execution of Micro Hydel projects including cost escalations, if any, will be met /borne or arranged by the Micro Hydel Developer. In case of default, the developer will be bound to reimburse CFA released with interest at market rate.

12. **Completion time:** The installation of Micro Hydel project must be started within one month of release of first installment of CFA and completed/commissioned within 18 (eighteen) months. In case of default, the released amount of CFA has to be refunded to the Ministry along with interest accrued on CFA.
13. **Mode of operation:** The Micro Hydel Developer will be permitted to establish, own, operate and maintain the project for a period of 40 (fourty) years and the date shall be reckoned after 18 months from release of first installment of CFA. Thereafter the project shall be handed over to Gram Panchayat(s) free of cost and free from all encumbrances.
14. **Forfeiture of Security Deposit :** If the Micro Hydel Developer does not take effective steps to undertake survey & Investigation & preparation of project report and requisite clearances in the time-bound manner, the allotment shall be cancelled (except to the force majeure condition) and his security deposit shall be forfeited.

15. Force Majeure:

- 15.1 For the purpose of this agreement, “Force Majeure” shall mean an event which is unforeseeable, beyond the control of the Micro Hydel Developer (second party) and not involving the second party fault or negligence. Such events may include, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquake, cloudbursts, land slides and excessive snow etc.
- 15.2 If a force majeure situation arises, the second party shall promptly inform the first party in writing of such conditions and the causes thereof. Unless otherwise directed by the Govt. of H.P./Himurja (first party) in writing, the second party (developer) shall continue to perform its obligations under the agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the force majeure event.
- 15.3 In the event the second party is rendered unable to perform any obligation required to be performed by it under this agreement by Force Majeure, the particular obligation shall, upon information to the other party be suspended for the period of Force Majeure. The time for the performance of the relative obligations suspended by Force Majeure shall be extendable by the period of delay which is directly attributable to Force Majeure.
16. **LADF:** - LADF shall not be applicable under this scheme as the royalty from the project is to be paid to the local panchayat(s).
17. Micro Hydel Developer shall have to ensure 70% employment to bonafied Himachali whose names are registered on live register of any Employment Exchange located in the State of Himachal Pradesh, in respect of all the unskilled/skilled staff and other non-executives as may be required for execution, operation and maintenance of the project, through the local Employment Exchanges or from other than such live register from anywhere within the State who are bonafied Himachali.
18. Intentional suppression of potential and fragmentation of the stream/Nallah shall not be allowed and shall result in rejection of the application.
19. H.P Govt. reserves the right to reject any or all applications without assigning any reason(s).

Abbreviations used in policy for setting up Micro Hydel Projects up to 100 KW capacity

- | | | |
|-----|---------|----------------------------------------------------|
| 1) | BG: | Bank Guarantee. |
| 2) | CFA: | Central Financial Assistance. |
| 3) | DoE: | Directorate of Energy. |
| 4) | HPERC: | Himachal Pradesh Electricity Regularly Commission. |
| 5) | HPSEBL: | Himachal Pradesh State Electricity Board Ltd. |
| 6) | IA: | Implementation Agreement. |
| 7) | LADF: | Local Area Development Fund. |
| 8) | MHP: | Micro Hydel Project. |
| 9) | MNRE: | Ministry of New and Renewable Energy. |
| 10) | NGO: | Non Government Organization. |
| 11) | NOC: | No objection certificate. |
| 12) | PCB: | Pollution Control Board. |
| 13) | PFR: | Pre- Feasibility Report. |
| 14) | PLF: | Plant Load Factor. |
| 15) | SHGs: | Self Help Groups. |
| 16) | SNA: | State Nodal Agency. |
| 17) | SOE: | Statement of Expenditure. |
| 18) | TEC: | Techno- Economic Clearance. |

**Application Format for Micro Hydel Projects up to 100 KW.
(To be filled by the applicant)**

1. Whether the applicant is State Govt. Departments / State Govt. Owned /Controlled entity / Local bodies/Co-operatives /NGOs.
2. Full Name of applicant:
3. Registered Office address:
4. Telephone No:
5. Fax No:
6. Detail of applicant organization:
 - i) Copy of registration certificate:
 - ii) Memorandum of articles of association or bye laws:
 - iii) Brief History of operation since inception:
 - iv) Present activity:
7. Name and address along with Telephone No of the president/ Head & contact person of the organization:
8. Has your organization applied earlier to Himurja for allotment of projects? If yes:
 - i) Name of the project(s):
 - ii) Brief status of project:
9. Detail of project applied:
 - i) Project Name:
 - ii) Capacity:
 - iii) Name of Panchayat (s) where the project is located:
 - iv) Elevation:
Power House:
Weir Site:
Tail race
 - v) Stream:
 - vi) Basin:
 - vii) District:
 - viii) Evacuation point proposed:
 - ix) Name of projects already allotted upstream/down stream of the proposed site:
 - x) Layout plan:
 - xi) Project site photographs.
10. Has the site of the project applied for been visited by the engineer/consultant of the organization and has the location of site been clearly identified and marked:
11. What is the estimated?

Capacity of the project and PLF proposed:

12. Whether applicant intend to use generated power as:
 - i) Captive power:-
 - ii) Third party sale:-
13. Experience detail of organization:
 - i) Has your company worked in hydro electric projects:
 - ii) What is the maximum capacity?
Of hydro electric projects you have handled so far:
14. Financial capability details of applicant organization:
Audited balance sheet for last three years:
15. The application form must be complete in all respect supported with the requisite documents and accompanied with the following:-
 - i) Cost of application form of Rs 2,500/-(Rupees two thousand five hundred only) (Non refundable): In case the application form is downloaded from web site :
 - ii) Earnest Money Deposit of Rs 25,000/-(Rupees twenty five thousand only):
 - iii) Processing Fee of Rs 5,000/- (Rupees five thousand only) (Non refundable):
in shape of Demand Draft (s) payable at Shimla in favour of Director Himurja Shimla-171009.
16. Any other information:

Note: - Following documents are to be attached with application:-

- i) One copy of Pre Feasibility Report covering following parameters:-Salient feature, Elevation range , Project layout, Hydrology, Power potential, Surface Geology, Description of project structures/components, Cost estimate.
- ii) Gram Sabha NOC for setting up of the project.
- iii) Commitment of funds to meet the balance project cost.
- iv) Proof of land availability required for the project.
- v) Audited balance sheets of the applicant for last three years.
- vi) Certified copy of the registration certificate.
- vii) Memorandum of articles of association or Bye laws.
- viii) Proof of bonafide Himachali and list of members and their addresses:
- ix) Proof of financial capability.

ANNEXURE-C

(H.P.Govt. Energy Development Agency)
HIMURJA, Urja Bhawan, Block No 8-A SDA Complex, Kasumpti, Shimla-171009
PHONE-177-2620365,2621783, 2625306,2621623, FAX 177-2622635

Regd.

No. HIMURJA/ 100 KW
To

Dated:

Sub.:- Consent for exclusive time bound right for preparation of Project Report for the Micro Hydel Project (..... KW) in Distt....., Himachal Pradesh.

Sir,

I am directed to inform that after considering your application for the self identified project the State Government has consented to give you the exclusive right for preparation of project report for subsequent implementation of MHEP in H.P. The details of the project for which consent has been granted is as below:-

Sr. No.	Name of the Project	River/ Stream	Distt.	Elevation Range (Diversion site to Tail race)	Estimated Capacity (KW)

1. PROJECT REPORT FINALISATION:

The Micro Hydel Developer shall submit a comprehensive project report to Himurja prepared by a reputed consultant within six months of issue of this letter along with the credential of the consultant. The project report should include measurement & calculations so as to accurately establish the location of the project features, without changing allotted elevations, as well as refining the design discharge leading to a proposed Installed Capacity, as firmed up during joint inspection of the project site by representative of Himurja and Micro Hydel developer.

2. CAPACITY ADDITION APPROVAL :

Capacity enhancement (maximum limit up to 100 KW) if any in the project report will be decided as per policy of the State Govt. as applicable from time to time. Prior approval of the Government will be mandatory for enhancement of capacity.

- As a measure of optimization maximum installed capacity of the project will remain upto 100 KW after enhancement if so required which shall be admissible without payment of any capacity addition charges but the developer will have to sign Implementation Agreement/ Supplementary Implementation Agreement on this account.
- The project will be cancelled in case of it is found at any stage that a larger capacity project exceeding 100 KW is viable at this site.

3. SECURITY (REFUNDABLE) :

The successful applicant will have to submit security deposit in the shape of Bank Guarantee of Rs 4 lakh (Rupees four lakh only) valid for 45 months in favour of Director Himurja to be submitted within one month of issue of allotment/ consent letter failing which EMD will be forfeited and project will be cancelled. The EMD already deposited with Himurja shall be refunded on submission of above security deposit/bank guarantee within one month.

4. The developer or his agents shall carry out the requisite detailed investigations and techno economic studies of the project and shall submit a Project Report to HIMURJA within a period of 6 months from the date of issue of this consent letter.

5. Following milestones shall be binding on the developer:-

Sr. No.	Milestones	Time Period
1.	Submission of Project Report.	Within 6 months from the issue of consent letter. On the request of the developer extension in time for submission of project report PR will only be given upto 4 months beyond 6 months after issue of consent letter for valid reasons after charging requisite fee as mentioned in clause 8 of the policy on MHEP up to 100 KW.
2.	Obtain Techno-Economic Clearance (TEC) from Government/ Director of Energy.	The Techno-Economic Clearance (TEC) shall be accorded by Directorate of Energy Govt. of H.P. within two months from the date of receipt of the project Report.
3.	Signing of IA	Within one month of accordance of TEC or within 9 months after issue of consent letter (excluding extension if any) whichever is earlier, developer will give request for signing IA.

6. The developer shall stick to the time schedule for the investigation of the project and submission of the project report. In the event of the developer being unable to submit the project report within 6 months from the date of issuing this consent letter, the developer can seek extension in time beyond 6 months for submission of project report for valid reasons. Maximum extension of 4 months shall be granted to the applicant for submission of PR with extension fee @ Rs. 10/- per KW (non refundable) per month for 4 months. The extension fees shall be submitted to Director, Himurja in shape of D. D payable at Shimla. Request for extension in time period accompanied with extension fee should be given one month before expiry of stipulated period.
7. Project Report submission date shall be reckoned only after it has been found that the report is in conformity with H.P. Govt. Policy upto 100 KW MHEP within allotted/approved elevation & stream. The reports and studies shall be prepared by reputed consultants who have experience of handling the complete task of geological & hydrological investigation, construction, erection, commissioning and operation of hydroelectric projects. Complete details of the consultants and their experience shall be included in the PR or annexed therein.

8. HIMURJA, on the receipt of Project Report (PR), will scrutinize the PR from the angle of technoeconomic viability of the project as well as optimum utilization of the potential. After its scrutiny the HIMURJA will forward the PR to Director of Energy., for accordance of TEC. During examination of PR HIMURJA/ Director of Energy., may point out the defects and deficiencies affecting the techno economic viability. Developer is expected to make good the defects promptly and remove the defects or deficiencies, as pointed out by the HIMURJA/ Director of Energy, within 30 days from the dispatch of the communication. The developer will obtain Techno Economic Clearances (TEC) from Director of Energy., within two months from the date of submission of PR.
9. If the performance of this consent or of any obligation of developer is prevented, restricted or interfered with for any reasons of; fire, explosion, epidemic, cyclone, earthquake, flood, unforeseen natural calamity, war, revolution, requirement of any Government or any sub-division authority or representative of any such Government in respect of the aforesaid conditions, or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party hereto; the party so affected upon giving prompt notice to other party shall be excused from such performance to the extent of such prevention, restriction of interference for the period it persists provided that the party so affected shall make its best efforts to avoid or remove causes of non- performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the force majeure such as war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine, restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow persists for continuous period of the consent letter or more, the parties shall meet and decide about the further course of action.
10. In case the developer does not find the Project to be feasible from techno-economic considerations or from any other aspect, the developer shall hand over to the HIMURJA all the Project Reports and any other connected documents etc. as may have been collected and/or prepared by the developer during the course of investigations.
11. The Government after having concluded that the Project is techno-economically viable may enter into an Implementation Agreement with the developer within two months of accordance of TEC or within 9 months after issue of consent letter (excluding extension if any) whichever is earlier. Developer will give request for signing IA for the execution of project on terms and conditions in accordance with the policy on MHEP upto 100 KW read with various amendments in it notified from time to time.
12. This consent shall be restricted within the approved parameters of this consent letter i.e. to utilize water of Khad/ Stream in elevation range between EL □m to EL □m (i.e. Diversion weir to Tail race) on Bank, on which this project is envisaged unless otherwise approved by the H.P. Government. The H.P. Govt. shall be at liberty to cancel the consent if any violation on this account is discovered at a later stage.
13. The developer shall have to obtain the following NOCs and clearances from different Departments and furnish the same at the time of submission of the Project Report or earlier:
 1. NOC from I&PH & Revenue Department- stating that the proposed Projects does not infringe with the drinking and irrigation rights of the local inhabitants and of the ownership of traditional water mills i.e. Gharats.
 2. NOC from the Gram Panchayat.

3. NOC from Wild Life.

14. NOCs from different Departments shall be furnished in original to the HIMURJA. The developer is required to furnish an affidavit, on Rs. 5/- stamp paper duly notarized, to the effect that all the conditions in the NOCs obtained from the different Departments and Gram Panchayat shall be abided by them, incase an IA is signed with the developer later on.
15. The receipt of this communication and acceptance of consent conditions aforesaid will be acknowledged within one month and the affidavits and security charges within one month from the date of issue of this letter. In case, developer confirmation is not received or security, and other relevant essential documents, not deposited by the due date it shall be presumed that developer is not interested in taking up the project and consent shall be treated as withdrawn.

16. ROYALTY

In the event of this project being awarded to you for implementation, a separate agreement called Implementation Agreement shall be executed for supplying the royalty on water usages in shape of free power royalty (Energy) as per the following rates or therates applicable as per policy of the State Govt. at the time of signing of Implementation Agreement.

For captive consumption or third party sale the concessional royalty rates shall be 6%, 15% and 24% (6% for first 12 years, 15% for next 18 years and 24% for remaining period of to 10 years).

17. No LADF will be applicable under this scheme.

18. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING UTILITY :

- 18.1** The project can not be divested to Himachali / Non Himachali at any stage.

The developer may use or sell the energy in the following manner:- The project developer will make captive use inside the State or make third party sale for which the developer shall enter into suitable agreement for transmission of power with concerned entities.

19. Alongwith the acceptance letter of the consent, the following shall also be furnished by the developer: "An affidavit on a stamp paper of Rs.5/-only (duly notarized) to the effect that not more than three projects (including this project) are under execution with the developer in theState". and no other up to 100 KW project is allotted to the developer.

20. Other conditions of Micro Hydel Power Policy 2012 upto100KW read with amendments to the same notified from time to time shall be applicable.

21. HIMURJA/ H.P. Government shall provide necessary assistance in obtaining clearances at State level.
22. This consent letter is being issued in lieu of MOU and no separate MOU shall be signed by the government.
23. This consent letter is being issued under the orders and authorization of Deptt. of Non-Conventional Energy Sources, Govt. of Himachal Pradesh.

24. Security charges are to be deposited within one month from the date of consent letter falling which the project is liable to be cancelled.
25. In case at any stage it is found that this Micro hydro Electric Project is prejudice to overall optimum development of the river, the government reserves the right to cancel the allotment of the project without any liability/limitations.
26. The PR of the project is to be completed within the specified time i.e. 6 months (excluding extension of 4months) failing which project shall stand cancelled.
27. The State Government and the local right holders shall have the right over use of water for irrigation and drinking water supply.
28. The Govt. reserves the right to modify, delete or add any of the conditions, criteria, at its own discretion and shall be at liberty to withdraw the consent if at a later stage it is found that some information has been suppressed or false information has been supplied by developer about the project.

Note:

- (1) The PR shall clearly bring out the percentage potential utilization of the site and it would be preferable if the PR demonstrates that the proposal shall lead to more than 75 % of the potential utilization of the site in a 75% dependable year.
- (2) Capacity firmed up in the PR shall be treated as final subject to approval from Government in case of enhancement for according TEC and signing of IA.

In case of default of any of the time frame and/or conditions of this consent letter, the Government shall be at liberty to withdraw the consent and forfeit the security and the project can thereafter be granted to other suitable party.

Himurja and H.P. government welcome, you to the fraternity of developers engaged in the infrastructural development of the State and reiterate its commitment to facilitate entrepreneurs in the State for over all growth and development, and wish your project all the success.

Two copies of Consent Letter are being issued, it is requested that one copy of the original consent letter be returned to this office as a token of acknowledgement please.

Yours faithfully,
Director,
HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171009.

IMPLEMENTATION AGREEMENT
FOR
MICRO HYDRO ELECTRIC PROJECT (KW)
DISTRICT, HIMACHAL PRADESH

ANEXURE-D

THIS IMPLEMENTATION AGREEMENT executed on the _____ day of the month of _____, 2012 (Two Thousand Twelve) BETWEEN THE GOVERNOR, HIMACHAL

PRADESH through the Special Secretary (NES), to the Government of Himachal Pradeshcum-Chief Executive Officer, HIMURJA, having its office at Block 8-A, URJA Bhawan, SDA Complex, Kasumpti, Shimla (H.P.)-171009, (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and legal representatives of the FIRST PART;

AND

M/s _____, a Gram Panchayat/Local Bodies/Government Agencies/Government Controlled Entity or Co-operative Societies/ NGOs registered under the provisions of Societies Act., 1860/2010; having its Registered/Head Office at _____ and office in Himachal Pradesh at _____ (hereinafter referred to as the "Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. _____, who is duly authorized by the competent authority of the Company vide authority letter/resolution No. _____, dated _____, to execute this Agreement, of the OTHER PART.

WHEREAS the First Party in accordance with the policy guidelines of the Government of Himachal Pradesh (hereinafter referred to as "GOHP") had issued Consent Letter on _____ (APPENDIX"A") with the Second Party to carry out detailed investigations of the _____ Micro Hydro-electric Project of _____ KW capacity and located in District _____, Himachal Pradesh (hereinafter referred to as "Project") and Second Party has submitted, within the stipulated period from the date of issuing of Consent Letter, a Project Report (PR); and

WHEREAS the Second Party has carried out necessary detailed investigations for the Project and submitted a PR for _____ KW project capacity to the First Party and both the parties have satisfied themselves about the techno economic feasibility of the Project; and

WHEREAS the competent authority has accorded Techno Economic Clearance (TEC) to the project for _____ KW capacity vide their letter No. _____, dated _____; and

WHEREAS the First Party has approved enhancement of capacity from _____ KW to _____ KW and change in elevations from \pm _____ M to _____ M to \pm _____ M to _____ M and the decision conveyed vide letter No. _____, dated _____; and

WHEREAS it is deemed necessary and expedient to enter into a detailed agreement between the parties hereto incorporating the terms and conditions of this agreement arrived at for the implementation of the Project; and

NOW THEREFORE THE PARTIES DO HEREBY AGREE AND AFFIRM HEREUNDER AS FOLLOWS:-

1. STATEMENT OF IMPLEMENTATION OF PROJECT :

Both the parties agree that the Project shall be implemented, subject to the terms and conditions mentioned in this Agreement.

2. DEFINITIONS. -

2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

- (a) "agreement" shall mean this agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein contained;
- (b) "concession period" shall mean the duration for which the First Party allows the Second Party to build, own and operate the Project.;
- (c) "commercial operation date" (COD) shall mean the date on which Second Party synchronizes the First unit of the Project with the grid;
- (d) "construction schedule" means the schedule of construction attached as "APPENDIX-B";
- (e) "contractor" means any person, firm or body corporate engaged by the Second Party for the implementation of the Project;
- (f) "deliverable energy" shall mean the electrical energy generated by the project, as measured at the interconnection point;
- (g) "effective date" means the date on which this agreement is signed by the parties hereto;
- (h) "energy/power" shall mean the electrical energy/power in Kwh/MW;
- (i) "force majeure" shall have the meaning as described thereto in Clause 15.2 hereunder;
- (j) "Implementation of project" shall mean an act to establish, own, operate and maintain the Project;
- (k) "HIMURJA" means the Himachal Pradesh Energy Development Agency;
- (l) "Inter-connection Point" shall mean the physical touch point(s) where the Project's _____ kV Single Circuit dedicated line is connected to the HPSEB Ltd./HPPTCL _____ kV Sub-Station at _____, District _____ (H.P.) and shall be at the cost of developer; as per Clause-_____ of TEC.
- (m) "month" shall mean the English Calendar month;
- (n) "permanent works" means the permanent works forming part of the Project and shall include housing facilities for staff to be engaged for operation and maintenance of the Project;
- (o) "plant" shall mean imported and indigenous machinery, equipment, spares and other items required for and which form part of the permanent works of the Project;
- (p) "Wheeling Agreement(s)" shall mean the agreement(s) to be signed between the Second Party and HPPTCL/HPSEB Ltd/concerned party (ies) as per Clauses 12.2 & 12.3 hereunder;
- (q) "Project Affected Areas" shall mean areas/ villages surrounding/ falling in the catchment/ watershed areas extending from the Reservoir/Diversion Weir to the Tail Race of the Project;

- (r) "project cost" shall mean the actual capital expenditure on the Project incurred upto the completion of the Project including all costs incurred by the Second Party in complying with the terms of this Agreement, unless mentioned otherwise, but not exceeding the approved Project cost in the PR as per techno economic clearance accorded by the competent authority, as the case may be. Where the actual expenditure exceeds the approved Project cost, the excess expenditure as approved by the Competent Authority shall be deemed to be part of the actual capital expenditure;
- (s) "scheduled commercial operation date" shall mean the date by which the Second Party shall start generating power in case of captive use or have synchronized the first unit of the Project with the Grid as per the Construction Schedule; in case of third party sale.
- (t) "site" shall mean the site of Project appurtenances, generating Plants including land, waterways, roads and any rights acquired or to be acquired by Second Party for the purposes of the Project;
- (u) "State" shall mean the State of Himachal Pradesh;
- (v) "temporary works" means all temporary works of any kind required in connection with the execution of the works of the Project and not forming part of permanent works; and
- (w) "works" means all works inclusive of the temporary works and permanent works including design, engineering services, supplies and other work activities required and necessary for the completion of the Project;
- (x) "competent authority" will be the Director Energy, the Government of Himachal Pradesh or such entity as may be notified in this behalf by the Government of HP from time to time.
- 2.2 Any term used in this agreement but not defined under this Clause shall have the same meaning as assigned to it under the Electricity Act, 2003.

3. SECURITY CHARGES :

And whereas the Second Party has furnished refundable Security Deposit (SD) within one month of the allotment of the project to deposit Bank Guarantee of Rs. 4 lakh (Rupees four lakh only) valid for 45 months in favour of Director Himurja to be submitted within one month of issue of allotment/consent letter failing which EMD will be forfeited and project will be cancelled. The EMD already deposited with Himurja shall be refunded on submission of above bank guarantee within one month of the allotment of the project.

4. GRANT OF PROJECT CONCESSION BY STATE GOVERNMENT :

- 4.1 The First Party agrees to permit the Second Party, for the project _____ (____ KW) capacity, to establish, own, operate and maintain the Project for a period of 40 (forty) years and the date shall be reckoned after 18 (eighteen) months from the date of the signing of the Implementation Agreement or from the date till which extension in SCOD is granted by the First Party. After the expiry of the Implementation Agreement period of 40 (forty) years, the project shall revert to the First Party free of cost and free from all encumbrances. However, the First Party would have the option to grant a further extension for a period mutually agreed upon between the First Party and the Second Party after re-negotiations of terms and conditions of the already signed Agreement.

- 4.2 The Project assets would be maintained by the Second Party in a condition that would ensure a residual life of the project at the rated capacity for at least concession period. During the 10th, 20th, 30th & 35th years of operations, the First Party or one of its appointed agencies would carry out a mandatory inspection of the Project site to ensure that the Project assets are maintained to the required standards to ensure the specified generation capability and residual life of the plant.

If such inspections find that the project capacity and/or life are being undermined by inadequate maintenance, the First Party shall be entitled to seek remedial measures from the Second Party. If the Second Party fails to comply with the requirement, the First Party would have the right to take over the commercial operation of the project and shall have full right upon the sale of power including Second Party share. The cost on account of suggestive remedial measures shall be deducted from the sale of Second Party's share of metered power including the operation & maintenance cost for such a period till the project's assets are restored to the requisite standards to ensure the specified generation capability and residual life of the Project as specified above. Thereafter, the Project shall be handed over to the Second Party.

5. STARTING DATE OF PROJECT.-

- 5.1 Within twelve months from the effective date of signing of this agreement, the Second Party shall start the construction of the Project after meeting the following major requirements, namely:-

- a) Obtaining statutory/non-statutory clearances listed below:-
 - i) I&PH
 - ii) Wild Life
 - iii) Revenue Department to the effect that project does not interfere any irrigation or traditional water mills rights
 - iv) Forest Land Clearance
 - v) Private Land Transfer (Permission under Section 118)
- b) Obtaining the resolution of 'No Objection' from concerned Gram Panchayat(s)
- c) Finalize wheeling Agreement(s) ;
- d) Such other clearances as may be specified by the First Party subsequent to the signing of this Agreement.

Extension in this period, which is not due to force majeure reasons, can be allowed on payment of an extension fee of 10/- per KW per month. However, maximum extension in this case shall be upto 6 (six) months only.

- 5.2 HIMURJA shall monitor the progress of the Project periodically and shall also monitor the progress of steps taken/being taken by the Second Party for obtaining the statutory/non-statutory clearances mentioned in Clause 5.1 above. The Second Party shall be required to obtain these statutory/non-statutory clearances from the concerned department & Gram Panchayat(s) after paying the prescribed fee fixed by these departments and commence the construction work within the time frame specified in Clause 5.1 above. At the end of each quarter, the Second Party shall be required to submit quarterly progress report to the First Party. The first party will be at liberty to cancel the Implementation Agreement (IA), after affording due opportunity to the Second Party, in case the First Party is not satisfied about the progress made by the Second Party.

6. CAPACITY ADDITION :

- 6.1 If the Second Party enhances the capacity of the project to a maximum of 100 KW at any stage then prior approval of the First Party will be mandatory for enhanced capacity without any charges.
- 6.2 Second Party shall have to deposit processing fee afresh and deposit security charges for signing of Supplementary Implementation Agreement (SIA) on account of enhanced capacity at the rates applicable at the time of signing of SIA.

7. TERMINATION OF AGREEMENT :

- 7.1 In the event of stoppage of construction on the main Project components by the Second Party for a period of more than three months for reasons not covered under force majeure and for reasons attributable to the Second Party, the First Party shall, after giving due opportunity to the Second Party, have the right to terminate this Agreement. In such event, the Performance Guarantee, furnished by the Second Party in the shape of Demand Draft as per Clause 3 of the agreement, shall stand forfeited and the Site shall revert to and shall vest in the First Party without any compensation. Notwithstanding any vestment in the First Party under this clause, the Second Party shall be liable to pay all the dues owed to the First Party by the Second Party in pursuance to this agreement.
- 7.2 During the operation of the Project, the Second Party shall ensure free energy to the First Party as per Clause 12.1 hereafter. In the event of the First Party (i) not being able to provide free power as per Clause 12.1 to the First Party for reasons other than transmission failure, or (ii) abandons the Project, the First Party shall have the right to terminate this agreement after serving a notice to the Second Party.

8. LAND :

- 8.1 The First Party shall acquire, at the request and expense of the Second Party within the provisions of Land Acquisition Act, 1894, such private lands within the State of Himachal Pradesh as may be required by the Second Party and as considered appropriate by the First Party for the implementation of the Project. The Second Party shall also be allowed to acquire such land through direct negotiations with the owners in accordance with the prevailing laws, rules and regulations in the State.
- 8.2 Land whether private or Government except for permanent structures relating to the Project such as water conductor system, power houses building, switchyard area etc. shall be taken only on lease basis at the rates approved by the Government for the agreement period. The First Party shall acquire the land for the permanent structures by invoking the compulsory provisions under the Land Acquisition Act, 1894 in order to expedite the execution of Projects.
- 8.3 The First Party shall arrange for the short term lease for a period as per the actual requirement not exceeding five years, of Government land required by the Second Party for temporary works for the construction of the Project as considered appropriate by the First Party on such terms, conditions and rates as may be prescribed/fixed by the Government from time to time.

9. PROTECTION OF ENVIRONMENT :

- 9.1 The Second Party shall make suitable financial provisions in the Project Cost for the Catchment Area Treatment Plans, if required and as may be determined by the GOI, MOEF/State Government. The cost involved on this account shall be paid by the Second Party to the First Party.
- 9.2 The Second Party shall be responsible to maintain ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of works area. The Second Party shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Project.
- 9.3 The Second Party shall give an undertaking to the Fisheries Department of the of the local area that wherever feasible, rearing of fish shall be promoted by the Second Party in consultation with Fisheries Department in the project area at the time of final implementation of the Project.
- 9.4 The Second Party shall ensure that the material excavated from the site shall be dumped in the area duly approved by the Ministry of Environment & Forests, the Government of India/State Pollution Control Board.
- 9.5 In case any existing facilities such as irrigation, water supplies, roads, bridges, buildings, communication systems, power systems and water mills are adversely affected because of the implementation of the Project, the cost of replacement thereof or of the remedial measures, as the case may be, shall be included in the Project cost. Though such facilities shall be mutually identified, listed and finally fixed within four (4) months of signing of this Agreement, the Second Party shall be responsible to make good the loss or provide remedial measures as are necessary even during Implementation of the Project. The Second Party shall not interfere with any of the existing facilities, till alternate to the facility as is finally decided for replacement, is not created.
- 9.6 The Second Party, 'if ROR Project, shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. For the purpose of determination of minimum discharge, the threshold value of not less than 15% of the minimum inflow observed in the lean seasons shall be considered. This minimum discharge is required keeping in mind the serious concerns of the State Government on account of its fragile ecology & environment and also to address issues concerning riparian rights drinking water, health aquatic life, wild life, fisheries, silt and even to honour the sensitive religious issues like cremation and other religious rites etc. on the river banks”.
- 9.7 The Second Party shall ensure that the water requirement for construction of the Project including domestic needs for its residential colonies be arranged and harnessed by them from the river sources only and the local sources of water supply shall not be disturbed.
- 9.8 The First Party shall have the right for withdrawal of water from the river course for consumptive use by pumping or by gravity for the purpose of potable water supply and irrigation to the affected villagers.

10. REHABILITATION/ RESETTLEMENT:-

The Second Party shall prepare Rehabilitation and Resettlement Plan as per model R&R plan annexed to this agreement for people residing at site as on the effective date and likely to be adversely affected or displaced due to construction of the Project.

11. EMPLOYMENT TO HIMACHALIS

The Second Party shall ensure to employ at least seventy percent of its total manpower, employed whether on regular /contractual/ Sub contractual/ daily basis or employment through any other mode from amongst the bonafide Himachalis at all levels in 'A' 'B, & 'C, category of Blocks respectively. The employment condition shall not be applicable to Projects employing only one employee, located anywhere in the State and in the self employed ventures where the owner is running the unit without employing any manpower. In case of violation of this condition at any point of time during the period of construction of the project and during operation & maintenance of the project, the Second Party shall be penalized and the Second Party shall be liable for further stringent action, including refusal of accepting supply by HPSEB Ltd./any other licensee from the commissioned projects.

Labour Department will monitor the employment position at site as per the provision of Industrial Act. Any violation noticed by Labour Department or HIMURJA will be communicated to the Second Party for rectification. If the Second Party fails to rectify the same within three months, penalty @ 10/- per KW for each percentage of shortfalls of violation shall have to be paid by the Second Party. If the violation is repeated for 6 months the penalty amount shall be doubled.

The Second Party shall be required to provide mandatory employment related information to the Labour Department of the Himachal Pradesh Government as well as concerned HIMURJA's Project Officer on the lines of instructions issued by the First Party in this regard within one month of signing of the IA and thereafter on monthly basis.

12. FREE POWER TO LOCAL PANCHAYAT

- 12.1 The royalty on water usage in the shape of free power shall be 6%, 15% and 24% (6% for first 12 years, 15% for next 18 years and 24% for remaining period of 10 years) to the concerned gram panchayat (except when owned by concerned Gram Panchayat) which should be payable to the local Panchayat instead of H.P. Govt. If the project falls in more than one Panchayat, the royalty will be shared between the Panchayats in proportion to the project area (weir site to Tail race site) falling in the particular Panchayat.

For availing the free power royalty from the project the concerned Gram Panchayat shall enter into a mutual agreement with the developer.

- 12.2 Free energy shall be made available by the Second Party at the interconnection point to the concerned Gram Panchayat and the metering shall be done at this point.

No wheeling/transmission charges shall be payable for free energy from the generating station to the interconnection point.

Wheeling charges required to be paid for power to be transmitted within and outside the State shall be determined as per the policy of HPSEB Ltd./SERC/HPPTCL at that time.

- 12.3 The balance energy, after adjustment of free energy, may be used/sold by the Second Party in the following manner:-

Make captive use or make third party sale for which the Second Party shall enter into suitable agreement for transmission of power with concerned entities.

13 OBLIGATIONS OF THE PARTIES

Obligations of the Second Party.

- 13.1 Subject to availability, security, and operational factors being met, the Second Party shall permit free use by the First Party and the general public of all service roads constructed and maintained by it for the project. The Second Party shall bear the cost of any of the existing roads required to be improved/ widened for the construction of the project and also bear the incremental maintenance cost.
- 13.2 The Second Party shall undertake the implementation of the Project, keeping in view all stipulated quality control and as well as safety standards and the physical as well as financial parameters of the approved PR. The Private Investor shall allow access to the authorized representative(s) of the Himachal Pradesh Government/HPSEBLtd./HIMURJA/any other Agency authorized by Himachal Pradesh Government to allocation of the Project to ensure compliance in this regard.
- 13.3 The Second Party shall ensure that the execution, operation and maintenance of the Project is generally in accordance with the PR approved by the HPSEB Ltd./First Party. The First Party shall ensure that the Planning/Design/Construction of any other Hydro-electric Project upstream/downstream of the Project shall not affect the annual energy generation at the Project adversely. The Second Party shall also have no claim on account of development of any upstream and downstream Project in future, which may be constructed with the approval of the First Party unless such development adversely affects the scope of the Project.
- 13.4 The Second Party shall be fully responsible for any damage or loss arising out of the construction, operation or maintenance of the Project to any property or person and also undertake to indemnify the First Party on such account subject to force majeure. The First Party shall then hold the Second Party accountable for any such damage or loss.
- 13.5 The Second Party shall pay all taxes and duties or other levies etc. to the Government of India/Himachal Pradesh Government as per statutory rules in force from time to time.
- 13.6 The Second Party shall abide by the provisions contained in the Hydro Power Policy of the Government of Himachal Pradesh.

Obligations of the First Party:-

- 13.7 If any approval is required under the laws of India for the Second Party, the lenders, or any Contractor with respect to the Project, upon due and timely application therefore being made by the Second Party, First Party shall take all reasonable and appropriate steps within its administrative power, as permissible by law, to ensure that such approval is granted expeditiously, if such grant is permissible under the law.

14. POWER EVACUATION

- 14.1 Evacuation of power from the Project upto the HPSEB Ltd./HPPTCL/ Regional Grid Sub-station, as provided in the TEC shall be the responsibility of the Second Party and shall be a part of the Project.
- 14.2 The transmission system covered under this Project may be used for evacuation of power from other projects on the directions of the State Transmission Utility. In such situation the wheeling charges for common transmission system shall be as decided by HPERC.
- 14.3 The Second Party shall follow the directives of State Load Dispatch Centre (SLDC) in the interest of the integrated grid operation. Any dispute with reference to the integrated operation will be referred to the competent authority whose decision shall be final. Pending the decision of the competent authority the SLDC's directions shall prevail in the interest of smooth operation of the grid.

15. FORCE MAJEURE

- 15.1 Notwithstanding the provisions of the Clauses 3, 7.1 and 7.2 above, the Second Party shall not be liable for the forfeiture of its Performance Guarantee or termination for default, if the non-performance or the delay in the discharge of its obligations under this agreement is the result of an event of force majeure.
- 15.2 For the purpose of this agreement, "Force Majeure" shall mean an event which is unforeseeable, beyond the control of the Second Party and not involving the Second Party's fault or negligence. Such events may include war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow.
- 15.3 If a Force Majeure situation arises, the Second Party shall promptly intimate the same to the First Party in writing. The Second Party shall continue to perform its obligations under the agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the force majeure event.

16. ARBITRATION:-

Any difference and/or disputes arising at any time between the parties out of this IA or interpretation thereof shall be endeavored to be resolved by the parties hereto by mutual negotiations, failing which the matter shall be referred to the Arbitrator to be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. However, all disputes shall be settled within the jurisdiction of Courts of Himachal Pradesh.

17. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING UTILITY**17.1 For Non-Himachalis:-**

The First Party shall not consider the request of Second Party for change in name/dilution of shares of Second Party at any stage.

17.2 For Himachalis:

The First Party shall not consider the request of Second Party for change in name/dilution of shares of Second Party to Himachali/Non-Himachali at any stage.

18. MISCELLANEOUS

- 18.1 Save as provided aforesaid none of the parties hereto shall assign their respective rights and obligations under this agreement without the prior consent in writing of the other party to the agreement.
- 18.2 Each party agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party save for the purpose of Implementation of the Project.
- 18.3 The Second Party agrees to have its corporate/business office within the State of Himachal Pradesh.
- 19. NOTICE.** - Any notice required to be given to either party under this agreement shall be deemed to be served if sent by Cable, Fax or Telex followed by a confirmation letter delivered by hand or sent by registered post to their respective addresses.

ADDRESSES

For First Party/HIMURJA

For Second Party

Pr. Secretary (NES),
Himachal Pradesh Secretariat,
Shimla (H.P.)-171002

M/s _____

Special Secretary (NES), to the GOHP-cum-
Chief Executive Officer, HIMURJA,
Block 8A, SDA Complex,
Kasumpti, Shimla (H.P.)-171009
FAX NO. 0177-2622635

Either Party may change the address at which notice is to be delivered by duly informing the other party in writing.

20 GOVERNING LAWS

The rights and obligations of the parties under or pursuant to this agreement shall be governed by and constituted according to Indian Law. This agreement shall be subject to the jurisdiction of the Himachal Pradesh High Court at Shimla.

- 21.** Any violations of the above-mentioned issues concerning policy parameters, IA may results into monetary penalty including cancellation of the project

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of

For and on behalf of

Government of Himachal Pradesh**M/s** _____

(_____),

(_____) _____,

Special Secretary (NES),
to the Government of
Himachal Pradesh.**WITNESSED BY:****WITNESSED BY:**

1. _____

1. _____

2. _____

2. _____

ब अदालत श्री शशी पाल शर्मा, कार्यकारी दण्डाधिकारी, घुमारवीं, जिला बिलासपुर, हिमाचल प्रदेश

श्री महेन्द्र सिंह पुत्र श्री लेख राम, निवासी बैहल नुवाणा, डा0, हवाण, परगना सरयून, तहसील घुमारवीं, जिला बिलासपुर, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—राजस्व अभिलेख में नाम की दुरुस्ती करने बारे।

इशतहार।

श्री महेन्द्र सिंह पुत्र श्री लेख राम, निवासी बैहल नुवाणा, डा0 हवाण, परगना सरयून, तहसील घुमारवीं, जिला बिलासपुर, हिमाचल प्रदेश ने अदालत में प्रार्थना—पत्र मय ब्यान हल्फी पेश किया है व आवेदन किया है कि राजस्व अभिलेख में महेन्द्र सिंह के स्थान पर सुरेन्द्र सिंह लिखा गया है। प्रार्थी अपने नाम की दुरुस्ती राजस्व अभिलेख में करवाना चाहता है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए इस इशतहार राजपत्र द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त श्री सुरेन्द्र सिंह उर्फ महेन्द्र सिंह का नाम राजस्व अभिलेख में करने बारा कोई उजर एवं एतराज हो तो वह असालतन या वकालतन तारीख पेशी 16-3-2012 को या इससे पूर्व हाजिर अदालत होकर अपना एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज न सुना जावेगा व उपरोक्त के नाम की दुरुस्ती नियमानुसार करने के सम्बन्ध में आदेश जारी कर दिए जाएंगे।

आज दिनांक 9-2-2012 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

शशी पाल शर्मा,
कार्यकारी दण्डाधिकारी, घुमारवीं,
जिला बिलासपुर, हिमाचल प्रदेश।

ब अदालत श्री सोभिया राम, कार्यकारी दण्डाधिकारी, डलहौजी, जिला चम्बा, हिमाचल प्रदेश

श्री सुभाष चन्द पुत्र श्री संसार चन्द, निवासी गांव बदाटू, डाकघर बनीखेत, तहसील डलहौजी, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना—पत्र मय ब्यान हल्फी वमय अन्य कागजात इस आशय से गुजारा है कि उसके पुत्र अनिल कुमार व मनजीत की जन्म तिथियां क्रमशः 14-6-1991 व 2-2-1989 हैं, जोकि ग्राम पंचायत बनीखेत के रिकार्ड में दर्ज न हैं, जिन्हें दर्ज किया जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के पुत्रों की जन्म तिथियां व नाम ग्राम पंचायत बनीखेत के रिकॉर्ड में दर्ज करने बारे यदि किसी को कोई उजर एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 26-3-2012 को हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम व जन्म तिथियां दर्ज करने के आदेश दे दिए जाएंगे।

आज दिनांक 16-02-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

सोभिया राम,
कार्यकारी दण्डाधिकारी,
डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

ब अदालत श्री सोभिया राम, कार्यकारी दण्डाधिकारी, डलहौजी, जिला चम्बा, हिमाचल प्रदेश

श्री बिहारी लाल पुत्र श्री श्रीधर, निवासी गांव धनेरनी, डाकघर डलहौजी, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना—पत्र मय ब्यान हल्फी इस आशय से गुजारा है कि उसके पुत्र समर की जन्म तिथि 8-9-2011 है, जोकि ग्राम पंचायत रूलियाणी के रिकार्ड में दर्ज न है, जिसे दर्ज किया जावे।

इस सम्बन्ध में सर्वसाधारण को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी बिहारी लाल के पुत्र समर की जन्म तिथि व नाम ग्राम पंचायत रूलियाणी के रिकॉर्ड में दर्ज करने बारे यदि किसी को कोई उजर एतराज हो तो वह दिनांक 26-3-2012 को असालतन या वकालतन अदालत अधोहस्ताक्षरी आकर अपना

एतराज दर्ज करवा सकता है। कोई एतराज दर्ज न होने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम व जन्म तिथि दर्ज करने के आदेश दे दिए जाएंगे।

आज दिनांक 16-02-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

सोभिया राम,
कार्यकारी दण्डाधिकारी,
डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

ब अदालत श्री सोभिया राम कपूर, सहायक समाहर्ता प्रथम वर्ग, डलहौजी, जिला चम्बा, हिमाचल प्रदेश

श्री ओम प्रकाश सुपुत्र श्री परस राम, निवासी गांव बाथरी, डाकघर बाथरी, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र बराए नाम दुरुस्ती बारे।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना—पत्र, ब्यान हल्फी वमय अन्य कागजात इस आशय से गुजारा है कि उसका सही नाम ओम प्रकाश है, जोकि ग्राम पंचायत बाथरी के रिकार्ड में सही दर्ज है लेकिन राजस्व विभाग के मुहाल बाथरी जोई में गलती से ओमी दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी ओम प्रकाश के नाम की दुरुस्ती बारे यदि किसी को कोई उजर—एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 26-3-2012 को हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिए जाएंगे।

आज दिनांक 22-2-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

सोभिया राम कपूर,
सहायक समाहर्ता प्रथम वर्ग,
डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

ब अदालत श्री सोभिया राम, सहायक समाहर्ता प्रथम वर्ग, डलहौजी, जिला चम्बा, हिमाचल प्रदेश

श्रीमती राणी देवी पत्नी श्री सतपाल, निवासी गांव पण्डोल, डाकघर शेरपुर, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र बराए नाम दुरुस्ती बारे।

उपरोक्त प्रार्थिया ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र, ब्यान हल्फी वमय अन्य कागजात इस आशय से गुजारा है कि उसके पुत्र का सही नाम जीवन सिंह है, जोकि उसके स्कूल प्रमाण-पत्रों के रिकार्ड में सही दर्ज है लेकिन राजस्व विभाग के मुहाल पण्डोल, पटवार वृत्त नगाली में गलती से जीवन कुमार दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थिया के पुत्र जीवन सिंह के नाम की दुरुस्ती बारे यदि किसी को कोई उजर-एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 26-3-2012 को हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिए जाएंगे।

आज दिनांक 16-2-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

सोभिया राम,
सहायक समाहर्ता प्रथम वर्ग,
डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश

मिसल : तकसीम भूमि

तारीख पेशी : 22-2-2012

श्री मस्त राम पुत्र श्री राम सरन, निवासी अनसूई, तहसील शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश
... वादी।

बनाम

श्री अजय कुमार पुत्र श्री बलदेव सिंह, निवासी अनसूई, तहसील शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश
... प्रतिवादी।

दरखास्त तकसीम भूमि खाता नं० 46, खतौनी नं० 90, खसरा नम्बरान 259-260-261-262-263-264, कित्ता 6, रकवा तादादी 0-08-51 है० वाकया मुहाल व मौजा अनसूई झिकली, मौजा चढ़ी, तहसील शाहपुर, मुताबिक जमाबन्दी वर्ष 2006-07 बारे।

उपरोक्त विषय से सम्बन्धित भूमि की मिसल तकसीम अधोहस्ताक्षरी के पास विचाराधीन है। जिसमें प्रतिवादी अजय कुमार को इस अदालत द्वारा बार-बार समन जारी किए गए, हर बार विना तामिल के प्राप्त हुए हैं और न ही उसका सही पता उपलब्ध हो रहा है। इसलिए अदालत को विश्वास हो चुका है कि उक्त प्रतिवादी की तामिल साधारण तरीके से नहीं हो सकती है।

अतः इस इश्तहार राजपत्र के माध्यम से उक्त प्रतिवादी को सूचित किया जाता है कि उपरोक्त विषय से सम्बन्धित तकसीम बारे अपनी पैरवी करने हेतु दिनांक 22-3-2012 को प्रातः 10.00 बजे असालतन या वकालतन हाजिर आकर अपना पक्ष व एतराज पेश कर सकता है। गैर हाजरी की सूरत में एकपक्षीय कार्यवाही अमल में लाई जाएगी।

आज दिनांक 18-1-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता प्रथम श्रेणी,
शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत श्री बसन्त राम, कार्यकारी दण्डाधिकारी, थुरल, जिला कांगड़ा, हिमाचल प्रदेश

मुकद्दमा नं०.....2012

तारीख पेशी : 30/3/2012

श्रीमती गायत्री देवी विधवा श्री धर्म सिंह, निवासी गांव नागनी, डाकघर मूण्डी, ग्राम पंचायत मूण्डी, उप-तहसील थुरल, जिला कांगड़ा, हि० प्र० . . प्रार्थिन।

बनाम

आम जनता

. . प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13 (3) के तहत मृत्यु पंजीकरण हेतु प्रार्थना-पत्र।

मुस्त्री मुनादी :—

श्रीमती गायत्री देवी विधवा श्री धर्म सिंह, निवासी गांव नागनी, डाकघर मूण्डी, ग्राम पंचायत मूण्डी, उप-तहसील थुरल, जिला कांगड़ा, हि० प्र० ने अदालत में प्रार्थना-पत्र मय ब्यान हल्फी पेश किया व आवेदन किया कि उसके पति श्री धर्म सिंह का देहान्त दिनांक 2-11-1982 को गांव नागनी, ग्राम पंचायत मूण्डी में हुआ है। परन्तु अज्ञानतावश इसकी मृत्यु का पंजीकरण ग्राम पंचायत अभिलेख में न करवाया गया है। अतः प्रार्थिन इस न्यायालय के माध्यम से अपने पति श्री धर्म सिंह के पंजीकरण करने का आदेश ग्राम पंचायत मूण्डी को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए, इस इश्तहार मुस्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त धर्म सिंह पुत्र श्री लुदर सिंह की मृत्यु तिथि 2-11-1982 के पंजीकरण बारे कोई उजर एवं एतराज हो तो वह असालतन या वकातन तारीख पेशी 30-3-2012 को हाजिर अदालत होकर अपना एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त धर्म सिंह की मृत्यु पंजीकरण का आदेश उप स्थानीय पंजीकार जन्म व मृत्यु ग्राम पंचायत मूण्डी को जारी कर दिया जावेगा।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 25-02-2012 को जारी हुआ।

मोहर।

बसन्त राम,
कार्यकारी दण्डाधिकारी
थुरल, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत श्री त्रिलोक चन्द, नायब-तहसीलदार, कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता द्वितीय श्रेणी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश

श्री देव पुत्र श्री पोऊ राम, निवासी गांव देवगांव, डाकघर बग्गी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र बाबत दुरुस्ती कागजात माल वाक्या महाल देवगांव, डाकघर बग्गी में नाम दुरुस्त करने बारे।

श्री देव पुत्र श्री पोऊ राम, निवासी गांव देवगांव, डाकघर बग्गी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश ने इस न्यायालय में प्रार्थना-पत्र प्रस्तुत किया है कि मुताबिक सत्यापित नकल रिकार्ड माल वाक्या महाल देवगांव, डाकघर बग्गी, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश में मेरा नाम देव गलत दर्ज है जबकि ग्राम पंचायत लगडू व स्कूल प्रमाण-पत्र में मेरा नाम लाल चन्द दर्ज है।

वास्तव में भिन्न-भिन्न दो नामों का मैं एक ही व्यक्ति हूँ, अतः अब उक्त कागजात माल में देव नाम के बजाए देव उपनाम लाल चन्द दुरुस्त दर्ज करवाना चाहता हूँ।

अतः सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त नाम की दुरुस्ती बारे कोई आपत्ति हो तो वह दिनांक 27-3-2012 को प्रातः 10.00 बजे इस न्यायालय में असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है। हाजिर न आने की सूरत में नियमानुसार एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 1-3-2012 को हमारे हस्ताक्षर व मोहर सहित जारी हुआ।

मोहर।

त्रिलोक चन्द,
कार्यकारी दण्डाधिकारी,
तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत श्री त्रिलोक चन्द, नायब-तहसीलदार, कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता द्वितीय श्रेणी,
तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश

श्री कविन्द्र कुमार पुत्र श्री प्यार चन्द, निवासी महाल भड़ोली, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र बाबत दुरुस्ती कागजात माल वाक्या महाल भड़ोली, मौजा थिल में नाम दुरुस्त करने बारे।

श्री कविन्द्र कुमार पुत्र श्री प्यार चन्द, निवासी महाल भड़ोली, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश ने इस न्यायालय में प्रार्थना-पत्र प्रस्तुत किया है कि मुताबिक सत्यापित नकल रिकार्ड माल वाक्या महाल भड़ोली, मौजा थिल, तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश में मेरा नाम मुकेश कुमार गलत दर्ज है जबकि ग्राम पंचायत थिल व स्कूल प्रमाण-पत्र में भी मेरा नाम कविन्द्र कुमार दर्ज है।

वास्तव में भिन्न-भिन्न दो नामों का मैं एक ही व्यक्ति हूँ, अतः अब उक्त कागजात माल में मुकेश कुमार नाम के बजाए मुकेश कुमार उपनाम कविन्द्र कुमार दुरुस्त दर्ज करवाना चाहता हूँ।

अतः सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त नाम की दुरुस्ती बारे कोई आपत्ति हो तो वह दिनांक 27-3-2012 को प्रातः 10.00 बजे इस न्यायालय में असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है। हाजिर न आने की सूरत में नियमानुसार एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 1-3-2012 को हमारे हस्ताक्षर व मोहर सहित जारी हुआ।

मोहर।

त्रिलोक चन्द,
कार्यकारी दण्डाधिकारी,
तहसील खुण्डियां, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत कार्यकारी दण्डाधिकारी, जोगिन्दरनगर, जिला मण्डी, हिमाचल प्रदेश

मिसल नं० : 6

तारीख मरजुआ : 1-3-2012

तारीख पेशी : 16-3-2012

Tenzin Noryang d/o Shri Lobsang Tsenple, H. No. 41, Nangchen Division, P.O. Chauntra, Tehsil Jogindernagar, District Mandi (H. P.) . प्रार्थिया।

बनाम

आम जनता

. फरीकदोयम।

जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत आवेदन-पत्र।

Tenzin Noryang d/o Shri Lobsang Tsenple, H. No. 41, Nangchen Division, P.O. Chauntra, Tehsil Jogindernagar, District Mandi (H. P.) ने इस न्यायालय में आवेदन-पत्र गुजारा है कि प्रार्थिया का वास्तविक नाम Tenzin Noryang व जन्म तिथि 26-6-2004 है जो प्रार्थिया के शिक्षा दस्तावेज में दर्ज है लेकिन प्रार्थिया का नाम व जन्म तिथि ग्राम पंचायत चौन्तड़ा के अभिलेख में दर्ज नहीं है जिसे दर्ज करने के आदेश पारित किए जावें।

अतः इश्तहार राजपत्र के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त मुकद्दमा बारे कोई उजर एतराज हो तो वह दिनांक 16-3-2012 प्रातः 10.00 बजे असालतन व वकालतन इस अदालत में हाजिर होकर अपने उजर एतराज पेश करे अन्यथा गैर-हाजरी की सूरत में एक तरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 23-2-2012 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/-

कार्यकारी दण्डाधिकारी,

जोगिन्दरनगर, जिला मण्डी, हिमाचल प्रदेश।

ब अदालत श्री गुलाब सिंह ठाकुर, कार्यकारी दण्डाधिकारी, औट, उप-तहसील औट, जिला मण्डी, हिमाचल प्रदेश

ब मुकद्दमा :

श्री शोभे राम पुत्र श्री नोखू राम, निवासी गांव शालानाल, डा0 थलौट, उप-तहसील औट, जिला मण्डी, हिमाचल प्रदेश।

बनाम

आम जनता

मुकद्दमा.-पंचायत अभिलेख में नाम दुरुस्ती बारे प्रार्थना-पत्र।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र मय ब्यान हल्फी इस आशय से गुजारा है कि उसके पुत्र का नाम पंचायत रिकॉर्ड में तोत राम तथा स्कूल के प्रमाण-पत्र में राकेश कुमार दर्ज है, ये दोनों उसी के ही नाम हैं। प्रार्थी पंचायत रिकॉर्ड में अपने पुत्र का नाम राकेश कुमार उर्फ तोत राम दर्ज करवाना चाहता है।

अतः सर्वसाधारण को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के नाम की दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह दिनांक 20-3-2012 को या इससे पूर्व असालतन या वकालतन आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में दुरुस्ती के आदेश पारित कर दिए जाएंगे।

आज दिनांक 28-2-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

गुलाब सिंह ठाकुर,
कार्यकारी दण्डाधिकारी, औट,
जिला मण्डी, हिमाचल प्रदेश।

ब अदालत श्री जी० आर० ठाकुर, स्पैशल मैरिज अधिकारी (तहसीलदार), जोगिन्दरनगर, जिला मण्डी,
हिमाचल प्रदेश

Tsering Paljor s/o Tenzin, r/o TCV Village Suja, Tehsil Jogindernagar, District Mandi
(H.P.) (Husband)

-- ifrA

Tenxin Kungsang Lingsher d/o Shri Ngodup Wangdu, r/o TCV Village Suja, Tehsil
Jogindernagar, District Mandi (H. P.) (Wife)

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 15, चैप्टर-iii, स्पैशल मैरिज ऐक्ट, 1954 के अन्तर्गत विवाह पंजीकृत करने बारे।

उपरोक्त मामला में Tsering Paljor s/o Tenzin and Tenxin Kungsang Lingsher ने न्यायालय में प्रार्थना-पत्र पेश किया है कि उन्होंने दिनांक 21-1-2012 को TCV Suja में बौद्ध धर्म के अनुसार शादी की है और तब से वह पति-पत्नी के रूप में रहते चले आ रहे हैं। अतः जेर धारा 15, चैप्टर-iii, स्पैशल मैरिज ऐक्ट, 1954 के अन्तर्गत उनका विवाह पंजीकृत किया जावे।

अतः आम जनता व उनके रिश्तेदारों, माता-पिता को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी भी व्यक्ति को इस बारे कोई उजर व एतराज हो तो वह दिनांक 22-3-2012 को प्रातः 10.00 बजे असालतन या वकालतन हाजिर अदालत होकर पेश करे अन्यथा एकतरफा कार्यवाही अमल में लाई जाकर शादी पंजीकरण प्रमाण-पत्र जारी कर दिया जावेगा तथा बाद में कोई भी उजर काबिले समायत न होगा।

आज दिनांक 22-2-2012 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ है।
मोहर।

जी० आर० ठाकुर,
स्पैशल मैरिज अधिकारी (तहसीलदार),
जोगिन्दरनगर, जिला मण्डी, हिमाचल प्रदेश।